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COPY

TO: Charles L.A. Terreni
Chief Clerk
Office of the Executive Director
S.C. Public Service Commission
Ph:1 803 896 5713/5230; Fax 1803 8965231

Posted: _____

Dept: _____

Date: _____

Time: _____

FROM: NAME: BEATRICE WEAVER
ADDRESS: 1253 HARLLEES BRIDGE ROAD, DILLON S.C. 29536
PHONE #: 1 843 841 1606
TELEFAX #: 1 843 774 2050
EMAIL :

SUBJECT: NOTICE AND CONFIRMATION OF DISMISSALS PARA 3 & 4

REF: PROGRESS ENERGY CASE No. 2004-219-E
DILLON CASE NO. 2004-CP-232

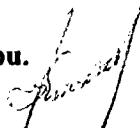
DATE: THURSDAY, April 10, 2008

No of Pages: 7 inclusive

MESSAGE:

- 1. Attached please find my communication dated April 10, 2008. (pp.6)**
- 2. Please acknowledge and confirm your receipt by return fax and mail for the record.**

Thank you.



RECEIVED

APR 10 2008

**LEGAL DEPARTMENT
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

April 9, 2008

Mr. Charles L.A. Terreni
Chief Clerk/Administrator
S.C. Public Service Commission
P.O. Drawer 11649
Colombia S.C. 29211
Ph: 1803 896 5113; Fx: 1 803 896 5231

Dear Mr. Terreni:

Subject: Notice and confirmation of Dismissals pursuant to paragraphs 3 and 4 of Mutual Release dated September 18, 2007, Dillon Court of Pleas.

Ref: Progress Energy Petition No. 2004-219-E
Case No. 2004-CP-232, Dillon Court of Pleas.
"Mutual Release" dated Sept. 18, 2007 by and between Progress Energy and the Undersigned.
Docket No. 2007-401-E Re Change of Providers

Pursuant to the Court Order dated February 28, 2008, in Case No. 2004-CP-232 in the Dillon Court of Pleas, the undersigned parties hereby confirm to the commission and the Court, the dismissals of matters as provided for in paragraphs 3 and 4 of the Mutual Release ("Release") dated September 18, 2007, copy attached hereto as Exhibit A and by reference made part hereof.

Please acknowledge and certify your receipt hereof by return mail, with copy to The Hon. Paul M. Burch, Presiding Judge, Dillon Court of Pleas, and Ms. Gwen T. Hyatt, Clerk of Court at the addresses provided herein below.

For the record, in filing this dismissal your attention is directed to the said paragraphs 3 and 4, and the caveats cited herein below.

1. This notice and confirmation of dismissal pursuant to said para. 3 and para. 4, is filed under protest as redundant, and under objection duly filed with the Court, in order to strictly comply with the Court's Order, under threat of sanctions.

2. The Order issued by Judge Burch directing the Defendants to comply with para. 3 and 4 is incorrect based on the facts. In fact the order should apply only to **the Plaintiff who has the legal obligation to prepare stipulations for dismissal pursuant to Rules 40 (j), 41 (a) (1) (ii) and 43 (k) SCRCP and as agreed in said para. 3 and 4.** Moreover, by the very act of executing the Release, the undersigned agreed to dismiss action stated in para. 3 & 4. It was the Plaintiff's obligation to prepare any dismissal documents for filing if such were necessary.

3. The Release was prepared by Plaintiff's attorney. Para 3 and 4 are ambiguous as to when, where, who, how and exactly what, was being implemented. Any shortcomings are construed against the drafter of the documents. No time constraints, conditions, or

contingencies were imposed, or order of priorities set for carrying out the agreement, and especially para.3 and para.4. Thus in interpreting the Release agreement we resort to the procedures provided in S.C.R.C.P. as cited herein. Para. 1 and 2 on the other hand are precise and have been manifestly violated by PEC and complied with by Defendants.

4. Note that paragraph 3 requires that **all three parties** to the Release "...will dismiss any complaint and any response thereto relating to any matter currently pending before the S.C. Public Service Commission."

1. As of this date the undersigned have not received a copy of any such dismissal by Progress Energy Carolinas, Inc (PEC). If and when your Office receives PEC's notice of dismissal please ensure the undersigned each receive a copy for file.

2. Plaintiff PEC has not provided any stipulations for dismissal with the Commission or the Court pursuant to Rules 40 (), 41 (a) (1) (ii) and 43 (k) SCRCP.

3. At the time of executing the Release or since, there were no complaints and no responses or counterclaims currently pending before the Commission. PEC's attorneys provided no documentation that such pleadings existed neither at the settlement conference, nor at the Court Hearing on January 30, 2008, or since. None existed.

4. On the contrary, there is sufficient evidence that all matters were dismissed by the Commission five months earlier, and, at the undersigned's specific request to clarify the situation by the Commission, confirmed again in November 2007.

5. The Commission had dismissed any and all action before it as to the undersigned, confirmed in writing by formal Order and directive and letter of the Hearing Officer. There are no matters existing between the parties before the Commission to be dismissed, as of September 17, 2007. If by some strange regulatory alchemy, there are any such matters between the parties, they no longer exist pursuant to this confirmation of dismissal, subject of course to PEC's filing of the same dismissals as required by the Release. Documentation on the record of this claim is as follows:

1. Commission Order No. 2007-298 dated May 3, 2007
2. Hearing Officer Directive dated May 24, 2007
3. PEC Letter to the Commission dated September 27, 2007
filing a copy of the Mutual Release
4. Hearing Officer's letter dated October 9, 2007 confirming receipt of the dismissals.
5. Hearing Officer's letter dated November 8, 2007 confirming receipt of the dismissals.
6. Commission Order No. 2007- 835 dated November 13, 2007.
7. The undersigned forfeited any rights of appeal of the Commission Orders pursuant to S.C. Code. 1976 Ann. As Amend. Sect. 58-27-2150 and Sect. 58-27-2310.
8. The O.R.S. had dismissed any action back in 2005, under direct orders of PEC.
9. Last but not least, the undersigned Gary Weaver confirmed the dismissals under para. 3 and 4 with the Commission by letter dated January 24, 2008. Please refer to Item 6 and 7 (p.2.).

6. For good cause and on the grounds cited above, the undersigned reiterates herein for the Commission record that the Court's order as to para. 3 and para. 4 is incorrect, redundant based on the evidence, and mis-applied to the undersigned, and should be directed to Progress Energy who remains as of this writing, in continued violation of both paragraphs 3 and 4 and 1 and 2.

5. Para. 4. provides that "The parties will mutually release each other as to any matter... whatsoever which may exist between the parties as of September 17, 2007." Here again, the above comments apply with respect to para. 4. and PEC's obligations.

6. PEC has violated this para. 4 provision also. PEC has refused to file a stipulation for dismissal with the Court to facilitate a "mutual release" as required under para. 4 and the above-cited SCRCR rules.

Additionally, PEC has breached its contract with the undersigned Beatrice Weaver to provide electric power to a residence located at 1249 Harlees Bridge Road, Dillon S.C. by unilaterally converting, without any prior written notice or agreement to amend the contract, its status to "small commercial" in violation of Commission Reg. 103-442 as to agreements for service. Para. 4 was supposed to fix that situation with a return to "residential" status which has existed since 1994. PEC refuses to reverse that classification and continues in violation of para. 4. The undersigned has "mutually released" as required and shall look to the Court to enforce PEC to meet its obligations.

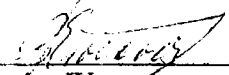
7. The Mutual Release applies only to the undersigned as separate individuals and to PEC.

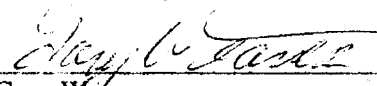
8. The Release applies only to matters before the Court and the Commission as of and inclusive of September 17, 2007. Any matters that have or may occur between the three parties commencing as of September 18, 2007 are not covered by the terms and conditions of the Release.

9. The undersigned has requested a Jury Trial of the many issues related to PEC's violation of all of the terms and conditions of the Release. This may or may not involve concurrent jurisdiction of administrative matters referred to in para. 5 of the Release.

10. It is noted for future reference that PEC has stated categorically to the Commission that it will comply with any request for a change of providers with any qualified entity that comes forward. There is no time limit on this commitment, nor any restriction of the entity that may replace PEC. Your Office may note that issues relating to para. 5. of the Release are also to be placed before the jury on several grounds, particularly PEC's fraud, fraudulent inducement and fraudulent acts.

Respectfully submitted,


Beatrice Weaver
1253 Harllees Bridge Road
Dillon S.C. 29536
Ph: 843 841 1606
Fx: 843 774 2050


Gary Weaver
PO Box 7682
Florence SC
29502

Att: Exhibit A, Mutual Release

cc: The Hon. Paul M. Burch
Presiding Judge, Dillon Court of Pleas
P.O. Box 276,
Pageland S.C. 29728

The Hon. Gwen Hyatt
Clerk of Court, Dillon County
PO Drawer 1220,
Dillon S.C. 29536

Daniel H. Shine, Esq.
211 W.Hampton St,
Dillon S.C. 29536

Mark W. Buyck, Jr. Esq.
P.O. Box 1909
Florence S.C. 29503-1909

Ms. Shannon Bowyer Hudson, Esq.
Counsel, Office of Regulatory Staff of S. C.
1441 Main St, Suite 300
Colombia S.C. 29201

VIA TELEFAX AND US. CERTIFIED MAIL

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF DILLON) CASE NO.: 04-CP-17-232

PROGRESS ENERGY CAROLINAS,)
 INC.,)

PLAINTIFF,)

VS.)

MUTUAL RELEASE

GARY WEAVER AND BEATRICE)
 WEAVER,)

DEFENDANTS.)

.....
 The case of Progress Energy Carolinas, Inc. v. Beatrice Weaver and Gary Weaver CA #
 2004-CP-17-232 will be dismissed on the following terms and conditions:

- (1) Payment from Beatrice Weaver and/or Gary Weaver to Progress Energy Carolinas, Inc in the amount of \$1,110.44 as follows:
 September 18, 2007 - \$1,000.00 (upon the execution of this release)
 October 18, 2007 - \$1,000.00
 November 18, 2007 - \$1,110.44
- (2) Progress Energy Carolinas, Inc will reinstitute electrical service to 1253 Burries Bridge Road, Dillon, SC 29536 in the name of Beatrice Wallenstein Living Trust upon payment of the first \$1,000.00 referenced above and upon payment of the normal and customary security deposit.
- (3) Beatrice Weaver, Gary Weaver and Progress Energy Carolinas will dismiss any complaint and any response thereon relating to any matter currently pending before the South Carolina Public Service Commission.

EXHIBIT A

SP-1

- (4) The parties will mutually release each other as to any matter, action, potential action or any matter whatsoever which may exist between the parties as of September 17, 2007.
- (5) Progress Energy Carolinas, Inc. will consent to a request by Beatrice Weaver, Gary Weaver or the Beatrice Wallenstein Living Trust for a change of service provider to the premises owned by the said Trust or by Mrs. Weaver or by Mr. Weaver, and they acknowledge that the ultimate decision regarding the change of service will be subject to negotiations between the Progress Energy Carolinas, Inc. and the substitute service provider. There is no guarantee that Progress Energy will ultimately approve the change of service if such change of service involves any potential loss of current or future customers of Progress Energy Carolinas, Inc., other than the parties hereto.


Beatrice Weaver
Gary Weaver

We Consent:


Daniel H. Shine

Attorney for Beatrice Weaver


Mark W. Buyck, III

Attorney for Progress Energy Carolinas, Inc.